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9	Attorneys for Plaintiff and Cross-Defendant CHURCH OF SCIFNTOL	DGY
10	INTERNATIONAL	
11	SUPERIOR COURT OF THE S	STATE OF CALIFORNIA
12	FOR THE COUNTY	Y OF MARIN
13	CHURCH OF SCIENTOLOGY) CASE NO. 157 680
14	INTERNATIONAL, a California not- for-profit religious corporation;	
15) INTERNATIONAL'S VERIFIED) ANSWER TO GERALD
16	VS.) ARMSTRONG'S SECOND AMENDED) CROSS-COMPLAINT
17	GERALD ARMSTRONG; MICHAEL WALTON;	
18	et al., Defendants.	
19		
20	GERALD ARMSTRONG,	
21	Cross-Complainant,	
22	vs.	
23	CHURCH OF SCIENTOLOGY INTERNATIONAL, a California) DISCOVERY) CUT-OFF: Aug. 30, 1994
24	Corporation; DAVID MISCAVIGE;	MOTION CUT-OFF: Sept. 13, 1994
25	DOES 1 to 100; Cross-Defendant.) TRIAL DATE: Sept. 29, 1994
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Defendant Church of Scientology International ("CSI"), for itself only and for no others, answers the Verified Amended Cross-Complaint in this action as follows:

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1. Answering paragraph 1, CSI admits the allegation.

2. Answering paragraph 2, CSI admits that CSI is a nonprofit religious corporations organized and existing under the laws of the State of California, having principal offices and conducting its affairs in the State of California and within the territorial jurisdiction of this Court.

3. Answering paragraph 3, CSI admits the allegations inthis paragraph.

4. Answering paragraph 4, CSI denies the allegations inthis paragraph.

14 5. Answering paragraph 5, CSI denies the allegations in15 this paragraph.

16 6. Answering paragraph 6, CSI denies the allegations in17 this paragraph.

18 7. Answering paragraph 7, CSI denies the allegations in19 this paragraph.

8. Answering paragraph 8, CSI denies the allegations in
this paragraph.

9. Answering paragraphs 9 - 54, CSI responds that these
paragraphs, and each of them, were ordered stricken by the Court
on June 17, 1994, and CSI is not required to answer them further.
10. Answering paragraph 55, CSI denies the allegations in
this paragraph.

27 11. Answering paragraph 56, CSI denies the allegations in28 this paragraph.

12. Answering paragraph 57, CSI denies the allegations in
 2 this paragraph.

3 13. Answering paragraph 58, CSI denies the allegations in
4 this paragraph.

14. Answering paragraphs 59, 60, 61 and 62, CSI responds
that these paragraphs, and each of them, were ordered stricken by
the Court on June 17, 1994, and CSI is not required to answer
them further.

9 15. Answering paragraph 63, CSI admits the allegations in10 this paragraph.

11 16. Answering paragraphs 64, 65, 66, 67, and 68, CSI 12 responds that these paragraphs, and each of them, were ordered 13 stricken by the Court on June 17, 1994, and CSI is not required 14 to answer them further.

15 17. Answering paragraph 69, CSI responds that portions of 16 this paragraph were ordered stricken by the Court on June 17, 1994, and CSI is not required to answer them further. As to the 17 remaining allegations, CSI admits that on February 8, 1994, David 18 Miscavige executed a declaration which was filed in the case of 19 20 Church of Scientology International v. Steven Fishman, et al., United States District Court for the Central District of 21 22 California, Case No. CV 91-6425 HLH (Tx), and that on February 22, 1994, Gerald Armstrong executed a declaration for filing in 23 the same case. CSI further admits that prior to filing either 24 declaration, Armstrong had been listed by both defendants in the 25 case as an expert witness, and defendant Geertz had provided a 26 lengthy description of Armstrong's anticipated testimony. CSI 27 also admits that on April 5, 1994, CSI filed a Second Amended 28

Complaint in the case of <u>Church of Scientology International v.</u>
<u>Gerald Armstrong</u>, Los Angeles Superior Court No. BC 052395,
pursuant to the Los Angeles Court's March 14, 1994 Order, which
contained a claim for liquidated damages for Armstrong's breach
of the Settlement Agreement by providing Geertz with the February
22, 1994 declaration. CSI denies the remaining allegations
contained in paragraph 69.

8 18. Answering paragraphs 70, 71 and 72, CSI responds that 9 these paragraphs, and each of them, were ordered stricken by the 10 Court on June 17, 1994, and CSI is not required to answer them 11 further.

12 19. Answering paragraph 73, CSI responds that portions of 13 this paragraph were ordered stricken by the Court on June 17, 14 1994, and CSI is not required to answer them further. CSI admits 15 that it sought and obtained discovery in the instant litigation, 16 including, <u>inter alia</u>, documents which include financial records 17 of defendants. CSI denies the remaining allegations contained in 18 paragraph 73.

20. Answering paragraph 74, CSI responds that this
paragraph was ordered stricken by the Court on June 17, 1994, and
CSI is not required to answer these allegations further.

22 21. Answering paragraph 75, CSI denies the allegations in23 this paragraph.

24 22. Answering paragraph 76, CSI denies the allegations in25 this paragraph.

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1	AFFIRMATIVE DEFENSES
2	FIRST AFFIRMATIVE DEFENSE
3	(Failure to State a Cause of Action
4	Upon Which Relief May Be Granted)
5	23. The Second Amended Cross-Complaint fails to state facts
6	sufficient to constitute a Cause of Action against CSI.
7	SECOND AFFIRMATIVE DEFENSE
8	(<u>Privilege</u>)
9	24. The use of the process which Cross-Complainant claims
10	was abused were publications made in the course of proceedings
11	before state or federal courts and thus were absolutely
12	privileged under Section 47(2) of the Civil Code.
13	THIRD AFFIRMATIVE DEFENSE
14	(<u>Waiver</u>)
15	25. Cross-Claimant has waived all rights, if any he ever
16	had, to any and all recovery sought by the Cross-Complaint.
17	FOURTH AFFIRMATIVE DEFENSE
18	(Justification)
19	26. Any alleged acts, conduct, omissions or statements by
20	CSI were justified.
21	FIFTH AFFIRMATIVE DEFENSE
22	(Statute of Limitations)
23	27. The Cross-Complaint is barred by the applicable
24	statutes of limitations, including, without limitation,
25	California Code of Civil Procedure §§ 337(1), 338(a), 338(b),
26	338(d), 339(1), 340(1), 340(3) and 343.
27	///
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1	SIXTH AFFIRMATIVE DEFENSE
2	(<u>Estoppel</u>)
3	28. Cross-Complainant is estopped by his own conduct to
4	assert any purported cause of action against CSI.
5	SEVENTH AFFIRMATIVE DEFENSE
6	(<u>Privilege</u>)
7	29. Any alleged acts, conduct, omissions or statements by
8	CSI were privileged by the rights of free exercise of religion
9	and freedom from establishment of religion guaranteed by the
10	First Amendment to the United States Constitution and by Article
11	IV of the California Constitution.
12	EIGHTH AFFIRMATIVE DEFENSE
13	(<u>Privilege</u>)
14	30. Any alleged acts, conduct, omissions, or statements by
15	CSI were privileged by the right of free speech and free
16	expression guaranteed by the First Amendment to the United States
17	Constitution and by Article IV of the California Constitution.
18	NINTH AFFIRMATIVE DEFENSE
19	(<u>Laches</u>)
20	31. Cross-Complainant is barred by the doctrine of laches
21	from asserting any purported cause of action against CSI.
22	TENTH AFFIRMATIVE DEFENSE
23	(<u>Unclean Hands</u>)
24	32. Cross-Complainant is barred by the doctrine of unclean
25	hands from asserting any purported cause of action against CSI.
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ı	ELEVENTH AFFIRMATIVE DEFENSE
2	(Speculative Nature of Damages)
3	33. The damages Cross-Complainant purports to have
4	suffered, if any, are entirely speculative, insupportable by
5	admissible evidence and incapable of proof.
6	TWELFTH AFFIRMATIVE DEFENSE
7	(<u>Failure to Mitigate</u>)
8	34. The damages Cross-Complainant purports to have
9	suffered, if any, are unavailable to the extent that Cross-
10	Complainant has failed and refused to mitigate such damages.
11	THIRTEENTH AFFIRMATIVE DEFENSE
12	(<u>Necessity</u>)
13	35. Any alleged acts, conduct, omissions or statements by
14	CSI were undertaken as a result of necessity.
15	FOURTEENTH AFFIRMATIVE DEFENSE
16	(<u>Release</u>)
17	36. Cross-Complainant has released any and all claims and
18	causes of action arising from the matters alleged in the
19	Cross-Complaint.
20	FIFTEENTH AFFIRMATIVE DEFENSE
21	(Acts or Omissions of Third Parties)
22	37. Cross-Complainant's claims and any recovery against CSI
23	are barred in whole or in part for the reason that the injuries
24	and damages claimed, if any, were caused by the negligence,
25	recklessness, other wrongful conduct and/or other causal fault on
26	the part of persons and/or entities other than CSI and over whom
27	CSI has no control, which constitutes supervening, superseding or
28	intervening causes for which CSI is not liable. In the event any

l	judgment or recovery is had against CSI by Cross-Complainant, CSI
2	is entitled to reduction of such judgment or recovery in direct
3	proportion to the percentage of comparative fault attributable to
4	Cross-Complainant.
5	SIXTEENTH AFFIRMATIVE DEFENSE
6	(<u>Good Faith</u>)
7	38. CSI acted reasonably and in good faith at all times
8	relevant herein and based on all relevant facts and circumstances
9	known by it at the time so acted; accordingly, Cross-Complainant
10	is barred from recovery for this action and each purported claim
11	asserted therein.
12	WHEREFORE, CSI prays for relief as follows:
13	1. That Cross-Complainant take nothing by virtue of his
14	Cross-Complaint and that the Cross-Complaint be dismissed with
15	prejudice.
16	2. That CSI recover its costs of suit herein; and
17	3. That the Court award such further relief as it may deem
18	proper.
19	DATED: August 9, 1994 Respectfully Submitted,
20	BOWLES & MOXON
21	1 1 1
22	By: James Find
23	Laurie Bartilson
24	Andrew H. Wilson WILSON, RYAN & CAMPILONGO
25	
26	Attorneys for Cross-Complainant CHURCH OF SCIENTOLOGY INTERNATIONAL
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VERIFICATION

2	I, Lynn R. Farny, am the Secretary of the Church of
3	Scientology International, a cross-defendant in this action. I
4	have read the foregoing CROSS-DEFENDANT CHURCH OF SCIENTOLOGY
5	INTERNATIONAL'S VERIFIED ANSWER TO GERALD ARMSTRONG'S SECOND
6	AMENDED CROSS-COMPLAINT and know the content thereof.
7	The same is true of my own knowledge, except as to those matters
8	which are therein stated on information and belief, and as to
9	those matters, I believe them to be true.
10	I declare under penalty of perjury that the foregoing is
11	true and correct. Executed this 9th day of August, 1994, at Los
12	
13	LYNN R. FARNY
14	SECRETARY, CHURCH OF SCIENTOLOGY INTERNATIONAL
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PROOF OF SERVICE

STATE OF CALIFORNIA

SS.

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COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6255 Sunset Boulevard, Suite 2000, Los Angeles, CA 90028.

On August 9, 1994, I served the foregoing document described as CHURCH OF SCIENTOLOGY INTERNATIONAL'S VERIFIED ANSWER TO GERALD ARMSTRONG'S SECOND AMENDED CROSS-COMPLAINT on interested parties in this action,

> [] by placing the true copies thereof in sealed envelopes as stated on the attached mailing list;

> [X] by placing [] the original [X] true copies thereof in sealed envelopes addressed as follows:

FORD GREENE HUB Law Offices 711 Sir Francis Drake Blvd. San Anselmo, CA 94960-1949

MICHAEL WALTON 700 Larkspur Landing Circle Suite 120 Larkspur, CA 94939

[X] BY MAIL

[] *I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

[X] As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing an affidavit.

Executed on August 9, 1994, at Los Angeles, California.

[] **(BY PERSONAL SERVICE) I delivered such

envelopes by hand to the offices of the addressees.

[]** Such envelopes were hand delivered by Messenger Service

Executed on _____, at Los Angeles, California.

[X] (State) I declare under penalty of the laws of the State of California that the above is true and correct.

[] (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Print or Type Name Signature

* (By Mail, signature must be of person depositing envelope in mail slot, box or bag)

** (For personal service signature must be that of messenger)